

EXHIBIT 3

Alamy License Agreement ("LA")

This is a legal agreement (the "Agreement") between you or your company, firm or other organization and its parents, subsidiaries, successors, assigns, and all employees and agents ("you") and Alamy Inc. ("Alamy," collectively with you, the "parties" to the Agreement). Alamy Limited, a corporation based in the United Kingdom and the owner and operator of the alamy.com website (and related domains) and system, has entered into agreements with Contributors to host and offer their Image(s)/Footage for licensing. Alamy Limited authorises Alamy to carry out certain limited sales activities on its behalf, including concluding a License with you.

Please read this agreement carefully in its entirety before you download or use any Image(s)/Footage. By confirming the purchase of the Image(s)/Footage or downloading the Image(s)/Footage you have selected from this website you agree to be bound by the terms of this "Agreement" and the Image(s)/Footage usage restrictions contained herein. If you do not wish to accept the terms of this Agreement, please delete the unused Image(s)/Footage and notify Alamy by email to the following address: sales@alamy.com within thirty days from the invoice date for a full refund.

1. Definitions

"Terms"

Means the terms and conditions set out in this Agreement and includes the terms contained in the Invoice. The terms contained in the Invoice replace those in this Agreement to the extent of any inconsistency.

"Contributor"

Means the parties who have submitted the Image(s)/Footage to Alamy Limited.

"Alamy"

Means Alamy Inc.

"Alamy Live News"

Means the section of the Alamy Limited website which contains Images relating to events that have occurred recently, or Images/Footage marked in the Alamy Limited search engine as being newsworthy and coming from the Alamy Limited Live News Feed.

"Invoice"

Means the computer-generated or pre-printed invoice or license document provided by Alamy that may include, without limitation, details of the Image(s)/Footage selected, any limitations on the License in addition to those specified herein, the key terms of the License and the corresponding price for the License. The terms contained in the invoice or license document shall be incorporated into this Agreement and all references to the Agreement shall include those terms. The invoice or license document will specify if any Image(s)/Footage bought are Royalty Free Images if applicable.

"Image(s)/Footage"

Means the specific copy of the Image(s) or Footage available on the Alamy Limited website that you have selected and which is identified on the Invoice.

"Intellectual Property"

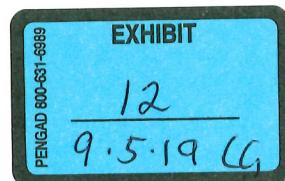
Means all property, intellectual, industrial design and moral rights of every kind and nature, including all applications thereof, including but not limited to copyrights, trademarks, service marks, trade names, trade dress, symbols, logos and designs, and trade secret rights and registrations, initial applications, renewal extensions, continuations, divisions or reissues thereof.

"License"

Means the non-exclusive (unless otherwise stated in the Invoice) non-sublicensable right Alamy grants to you to use the Image(s)/Footage.

"Reproduction"

Includes any form of copying or publication of the whole or part of any Image(s)/Footage whether by printing, slide projection or other display (whether or not to an audience), electronic, digital or mechanical means, use as a reference by an artist or in an artist's illustration or by any other means. Reproduction further includes the copying or distortion or manipulation of the whole or part of any Image(s)/Footage (for example, by computer, electronically, digitally by an artist or by any other means), even though the resulting Image or clip may not appear to a reasonable person to be derived from the original Image(s)/Footage.



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"Release"

Means a model or property release or any other release of a third party right or other permission which it is necessary or desirable to obtain in respect of any Image(s)/Footage.

"License Fee"

Means any sum or sums payable to Alamy by you in respect of the License.

2. Contracting parties

The parties to this contract are Alamy and you. Alamy Limited, a corporation based in the United Kingdom and the owner and operator of the alamy.com website (and related domains) and system, has entered into agreements with Contributors to host and offer their Image(s)/Footage for licensing. Alamy Limited authorises Alamy to carry out certain limited sales activities on its behalf, including concluding a License with you.

3. Grant of rights and restrictions

3.1. For all Licenses

3.1.1. Altering, cropping and manipulating Image(s)/Footage

3.1.1.1. Images when used in a news context, whether sourced from the Alamy Limited Live News feed or the general collection, may be cropped or otherwise edited for technical quality, provided that the editorial integrity of the Image is not compromised and the truth of the Image is maintained, but shall not, under any circumstances, otherwise be altered.

3.1.1.2. Images of in copyright artwork may be cropped or otherwise edited for technical quality, provided that the original context and setting of the Image is not altered.

3.1.1.3. For all other Image(s)/Footage you may alter, crop, manipulate and create derivative works from the Image(s)/Footage, so long as you ensure any Alamy Limited source credit is not removed from any place where it is embedded in the Image(s)/Footage.

3.1.2. You must not incorporate Image(s)/Footage (or any part of them) into a logo, trademark or service mark.

3.1.3. Image(s)/Footage must not be used as references for creating drawings or other visual works unless specifically authorized in the Invoice.

3.1.4. Alamy does not warrant the accuracy of the captioning, keywording or any other information associated with the Image(s)/Footage. In particular you acknowledge that captions, keywording and other information associated with the Image(s)/Footage may have been translated from the original language into another language using an automated machine translation process that Alamy Limited has had no input into or control over and that accordingly Alamy disclaims any liability for inaccurate, misleading, defamatory, insulting, offensive, infringing or unlawful content created as a result of or arising out of such translation process.

3.1.5. You acknowledge that the Image(s)/Footage licensed to you may be original Image(s)/Footage that have had certain preformatting changes carried out by Alamy Limited, as may be specified on the applicable Invoice. You are solely responsible for ensuring that the Image(s)/Footage so altered are suitable and appropriate for your intended use. You agree that any altered Image(s)/Footage that give an untrue representation of reality should not be used for news or current events reporting. You accept that pre-formatting changes carried out to original Image(s)/Footage by the Contributor may not be specified on the Invoice

3.1.6. You may not use the Image(s)/Footage in a pornographic, defamatory, fraudulent, lewd, obscene or otherwise illegal manner, including but not limited to infringing any third party Intellectual Property or privacy rights, whether directly or in context or by juxtaposition with other materials.

3.1.7. If any Image(s)/Footage featuring a model is used in (i) a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service, or (ii) if the depiction of the model in the Image(s)/Footage would be unflattering or unduly controversial to a reasonable person, you must accompany each such use with a statement indicating that the person is a model and the Image(s)/Footage is being used for illustrative purposes only.

3.1.8. You must abide by any direction or instruction on use notified to you by Alamy before, after or at the time of delivery of the Image(s)/Footage, either in the information accompanying the Image(s)/Footage, the Invoice or otherwise.

3.1.9. Alamy, after reasonable notice, may inspect any records, accounts and books relating to the Reproduction of any of the Image(s)/Footage to ensure that the Image(s)/Footage are being used in accordance with this Agreement.

3.1.10. You may store the Image(s)/Footage in a digital library, network configuration or similar arrangement to allow them to be viewed within your organisation and by your clients but you must retain any Alamy Limited source credit, any copyright notices, the Image(s)/Footage identification numbers and any other information as may be invisibly embedded or visibility provided within the electronic files containing the original Image(s)/Footage. When your License period as set out in the Invoice ends, you must promptly delete the Image(s)/Footage from your computer or other electronic storage system. Any subsequent reuses of the Image(s)/Footage must be agreed with Alamy in advance of relicensing to ensure the Image(s)/Footage is available to use under the rights you require.

3.1.11. The Image(s)/Footage may not be sublicensed, resold or otherwise made available for use or distribution separately or detached from a product or web page. For example, the Image(s)/Footage may be used as an integral part of a web page design, but may not be made available for downloading separately or in a format designed or intended for permanent storage or reuse by website users. Similarly, your customers may be provided with copies of the Image(s)/Footage as an integral part of work product, but may not be provided with the Image(s)/Footage or permitted to use the Image(s)/Footage separately.

3.1.12. Not all of Alamy Limited's Image(s)/Footage have Releases. It is your responsibility to check that all necessary Releases have been secured (see clause 7.3 below).

3.2. For all Licenses except Royalty Free Image(s)/Footage Licenses and Editorial Royalty Free

3.2.1. Alamy grants to you a non-exclusive (unless otherwise stated on Invoice), non-sublicensable and non-assignable right to Reproduce the Image(s)/Footage solely in the manner and for the purposes set out in the Invoice. When exercising this right you must ensure any Alamy Limited source credit or other third party credit or notice, including Intellectual Property rights, is not removed from any place where it is placed on or embedded in the Image(s)/Footage.

3.2.2. Use of the Image(s)/Footage is strictly limited to the use, medium, period of time, territory and any other restrictions specified in the Invoice. You may utilize the Image(s)/Footage in any production process that may be necessary for the intended use specified in the Invoice.

3.3. For all Royalty Free Licenses as marked on your Invoice (excluding those marked for editorial and personal use only)

3.3.1. Alamy grants to you a non-exclusive and non-assignable right to Reproduce the Image(s)/Footage on a worldwide and perpetual basis solely as part of the following (or as otherwise agreed in writing by Alamy):

3.3.1.1. advertising and promotional materials (including packaging).

3.3.1.2. online or other electronic distribution systems (including web page design), but subject to clause 3.1.11. up to a maximum resolution of 72 dpi.

3.3.1.3. broadcasts or theatrical exhibition.

3.3.1.4. any products (including for-sale products) or publications (electronic or print), subject to clause 3.1.11; and/or

3.3.1.5. materials for personal, non-commercial use and test or sample use, including comps and layouts.

3.4. For Royalty Free Licenses marked as limited for editorial and personal use only

3.4.1. Alamy grants you a non-exclusive and non-assignable right to Reproduce the Image(s)/Footage on a worldwide basis solely as part of the following (or as agreed in writing by Alamy):

3.4.1.1. online or other electronic distribution systems (including web page design) of editorial (non-promotional) nature, but subject to clause 3.1.11 up to a maximum resolution of 72 dpi.

3.4.1.2. broadcast or theatrical documentary exhibition

3.4.1.3. any editorial products or publications (electronic or print), subject to clause 3.1.11; and/or

3.4.1.4. materials for personal, non-commercial use and test or sample use, including comps and layouts for editorial products

3.5. For all Royalty Free Licenses, including those marked as for editorial and personal use only

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3.5.1. The Image(s)/Footage may be shared by creating an image library, network configuration or other similar arrangement so long as only individuals employed by the same entity have access to the Image(s)/Footage.

3.5.2. If you are an intermediary (for example an advertising agency) you may sublicense an Image(s)/Footage as part of a derivative work (for example an advertisement) to your client. You may also assign the rights to your client, by entering their name in the transfer license field on the invoice. If you assign the rights under this Agreement to your client you will rescind your rights to use the Image(s)/Footage in any other client's work and it's your responsibility to ensure the client understands and abides by all the Terms.

3.5.3. The Image(s)/Footage as stored and shared by you must retain any Alamy Limited source credit, the Image(s)/Footage identification numbers and any other third party credit or notice, including Intellectual Property rights, or other information as may be invisibly embedded or visibility provided with in the electronic files containing the original Image(s)/Footage.

3.5.4. The Image(s)/Footage may not be distributed by a mobile phone device in a way that would allow any third party to download, extract or access the Image(s)/Footage as a standalone file.

4. Credit and intellectual property issues

4.1. Nothing herein is intended or shall be construed to transfer or assign any Intellectual Property rights, if applicable of the Contributors or Alamy Limited to you. You acknowledge that, with the exception of certain Image(s)/Footage that may be in the public domain (for which you are obtaining access rights), all right, title and interest in and to the Image(s)/Footage, including, without limitation, any applicable Intellectual Property rights therein remain with the Contributors, and nothing contained herein shall be construed to convey any rights or proprietary interest in the Image(s)/Footage other than the specific rights granted in Section 3 herein.

4.2. Alamy Limited's source credit and Image identification reference which appear in the Image(s)/Footage file must remain with your digital copy of the Image(s)/Footage at all times. You will retain any Alamy Limited source credit, the name of any artist if applicable, the respective Image(s)/Footage reference and any other information or metadata ("content information") that is embedded in or provided with the electronic file that comprises any Image(s)/Footage which you have downloaded from the Website or otherwise received. Failure to maintain the integrity of the content information referred to in this Clause 4.2 will constitute a breach of this Agreement.

4.3. Unless otherwise agreed in writing, if any Image(s)/Footage is reproduced by you for editorial purposes (i.e. for any non-promotional purpose) you must include the credit line "(Photographer's or Agency's name)/Alamy Stock Photo", or any other credit line specified by Alamy. If a credit line is omitted then an additional fee equal to one hundred percent (100%) of the original amount invoiced attributable to the Image(s)/Footage in question shall be payable by you.

4.4. In connection with the use of "Alamy" or any other of Alamy Limited's or its partners' trade names, trademarks, logos or service marks, including the names of all Image collections ("Marks"), you acknowledge and agree that (i) such Marks are and shall remain the sole property of Alamy Limited or its partners; (ii) nothing shall confer upon you any right of use in or to the Marks; and (iii) you shall not now or in the future contest the validity of the Marks.

4.5. You will immediately notify Alamy if you become aware or suspect that any third party has gained access to the Image(s)/Footage through you, is wrongfully using the Image(s)/Footage, in whole or in part, or is violating any of Alamy Limited's or any third party intellectual property rights, including, but not limited to, trademarks and copyrights, as applicable.

5. Warranty and limitation of liability

5.1. Alamy guarantees that should any Image(s)/Footage have defects in material or workmanship and these are notified in writing to Alamy within thirty (30) days from the date of delivery of the Image(s)/Footage then Alamy will either replace the Image(s)/Footage with another digital copy of the Image(s)/Footage free from defect or refund the License Fee paid by you to the extent attributable to the defective Image(s)/Footage, at Alamy's option.

5.2. Alamy makes no other warranty, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Neither Alamy nor the Contributors shall be liable to you or any other person or entity by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Alamy, its servants or agents or otherwise) which arises out of or in connection with this ALA000077

Agreement, even if Alamy has been advised of the possibility of such damages, costs or losses. Alamy's maximum liability arising out of or in connection with your use of or inability to use the Image(s)/Footage (whether in contract, tort or otherwise) shall, to the extent permitted by law, be limited to five (5) times the value paid by you for the relevant Image(s)/Footage.

5.3. The terms of clause 5.2 shall not preclude any liability or claim for death or bodily injury or any claim arising from willful default or gross negligence on the part of Alamy or any of its employees, agents or otherwise. Each provision of clause 5.2 is to be construed as a separate limitation (applying and surviving even if for any reason one or other of such provisions is held to be inapplicable, unreasonable or unenforceable in any circumstances) and shall remain in force notwithstanding the termination of this Agreement.

5.4. Notwithstanding any other provisions of this Agreement Alamy and you acknowledge that the Alamy Limited website may contain archival or other collections that include Image(s)/Footage that are not protected by copyright, in the public domain or for which copyright ownership is unknown and that in respect of such Image(s)/Footage:

5.4.1. Alamy or the Contributors do not purport to have any Intellectual Property rights in such Image(s)/Footage and are solely providing you with access to their copy based on your compliance with the terms of this Agreement; and

5.4.2. Other copies of such Image(s)/Footage may be available elsewhere for free.

6. Payment

Any Reproduction by you or on your behalf without reporting of use as soon as practicable, and in any event within 4 months, and payment being received by Alamy constitutes a breach of this Agreement which entitles Alamy immediately to terminate this Agreement and further may, in some instances constitute an infringement of copyright and/or other Intellectual Property rights.

7. Release information

7.1. Alamy gives no representations or warranties whatsoever as to the existence of any Releases associated with the Image(s)/Footage.

7.2. Alamy gives no representations or warranties whatsoever with respect to the use of names, trademarks, logos, uniforms, registered or copyrighted designs or artistic works depicted in any Image(s)/Footage.

7.3. You must satisfy yourself that all Releases as may be required for Reproduction of the Image(s)/Footage have been secured and are appropriate for your intended use. You are solely responsible for obtaining all such Releases and the License is conditional in each case on your obtaining them. If you are unsure as to whether any Releases are needed for your Image(s)/Footage usage, then it is your responsibility to consult with relevant parties. You shall not rely upon any representation or warranty given by Alamy employees or representatives save as set out in this Agreement.

7.4. Failure or refusal by you to secure the relevant Releases for Reproduction of the Image(s)/Footage is considered a breach of this Agreement and a breach of Intellectual Property rights, for which you shall be solely liable and for which you shall indemnify and hold harmless Alamy, the Contributors, and their respective parents, subsidiaries, successors, assigns, and all employees and agents. This indemnification is in addition to, not in lieu of, the indemnification set forth in Section 8 herein and shall survive the expiration or earlier termination of this Agreement.

8. Indemnity

You agree to indemnify and hold harmless Alamy, the Contributors and their respective parents, subsidiaries, successors, assigns, and all employees and agents thereof against any and all claims, damages, losses, expenses or costs, including but not limited to any reasonable attorney's fees, arising out of any unauthorized use or allegedly unauthorized use of any Image(s)/Footage, or of the depiction of any person or thing contained in any Image(s)/Footage supplied to you by Alamy, or any other breach by you of any of your obligations under this Agreement. The terms of this clause 8 shall survive the expiration or earlier termination of this Agreement.

9. License fee

The License Fee depends on the nature of the rights granted. You agree to notify Alamy in the event that you desire to expand the usage for the Image(s)/Footage and pay any additional License Fee. Use of an Image(s)/Footage in a manner not specifically authorised under the terms set out in the Invoice or otherwise in the Agreement constitutes a breach of the Agreement and may in some instances constitute an infringement of copyright and/or other Intellectual Property Rights.

10. License cancellation

If you haven't used the Image file you can cancel the License and get a full refund within 30 days of the Invoice date.

You'll need to send us an email sales@alamy.com, with the Invoice number (e.g. IY11110000) and the Image file number (e.g. AT4WHG). If you cancel, you won't be able to use the Image file and you'll need to remove it from your archives. In addition, Alamy may withdraw any Image(s)/Footage based on a potential or actual legal claim. Upon termination or withdrawal, you and your client, if applicable, must immediately discontinue all future use of the Image(s)/Footage, delete the Image(s)/Footage and all copies from all magnetic/electronic media and destroy all other copies in its possession or control. Alamy may replace the Image(s)/Footage with alternate Image(s)/Footage upon its discretion.

11. Confidentiality

Except as required by law both parties shall procure that all confidential information disclosed by one party to the other in accordance with this Agreement or which may at any time until termination of this Agreement come into the other party's knowledge, possession or control shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this Agreement and then only under appropriate confidentiality provisions approved by the other party. For the purposes of this agreement confidential information shall include without limitation that relating to the business of a party, its business systems, pricing, trade secrets, business processes and client and supplier lists. These obligations of confidentiality shall cease to apply to any particular item of confidential information once it becomes public knowledge other than by any act or default of either party.

12. Data Privacy

We will collect and process personal information either submitted by you or collected by us to enable us to perform our contractual obligations to you and to provide services related to this Agreement. We will at all times adhere to applicable data protection laws and will process your personal information in accordance with our [Privacy Policy](#).

13. Interest on overdue Invoices and reasonable recovery costs

13.1. Unless otherwise agreed by us in writing, all Invoices are payable by you within 30 days.

13.2. If you do not make full payment of an Invoice on time we reserve the right to charge interest on the outstanding amount at the rate of one and a half percent (1.5%) per month from the date payment was due until payment is received by Alamy.

14. Condition of Image(s)/Footage

You should make sure that you examine the Image(s)/Footage for possible defects (whether digital or otherwise) before sending the Image(s)/Footage for Reproduction. Subject to clause 5.1, Alamy shall not be liable for any loss or damage suffered by you or any third party arising from any alleged or actual defect in any Image(s)/Footage or its caption or in any way from its Reproduction.

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15. Downtime

Due to the nature of server provision, downtime and lost transmissions may occur as part of routine maintenance. You are advised to maintain a copy of your account status and details of Image(s)/Footage purchased.

16. Miscellaneous terms

16.1. The License will terminate immediately if you (a) enter into voluntary or compulsory liquidation, (b) have a receiver appointed or (c) fail to perform any of your obligations under the Agreement within 28 days of our giving you notice to comply. In the event of termination, all rights granted will immediately revert to us and any further exploitation of any Image(s)/Footage may in some instances constitute an infringement of copyright and/or other Intellectual Property rights.

16.2. The License is conditional on you not being aware of or having received, prior to licensing any Image(s)/Footage, any correspondence, representations, complaints or Claims from Alamy Limited, Alamy or third parties (collectively 'Claims') alleging that the Image(s)/Footage in question is in breach of copyright or other third party Intellectual Property rights or is in some other way unauthorised. Any such Claims existing at the time the Image(s)/Footage is purported to be Licensed will render any License granted void from the beginning. Any use of in-copyright Image(s)/Footage in a manner not expressly authorised by this Agreement may constitute copyright infringement, entitling Alamy Limited and/or Alamy to exercise all rights and remedies available to it under copyright laws around the world. You shall be responsible for any damages resulting from any such copyright infringement, including any Claims by a third party. In addition and without prejudice to Alamy's other remedies under this Agreement, Alamy reserves the right to charge and you agree to pay a fee equal to up to five (5) times Alamy's standard License fee for the unauthorised use of the Image(s)/Footage.

16.3. No variation of any of these Terms shall be effective unless in writing and signed by Alamy and you. No action of Alamy, other than an express written waiver, may be construed as a waiver of any clause of this Agreement. In the event that Alamy waives any specific part of this Agreement, such fact does not mean that any other part is waived. In the event of any inconsistency between the Terms and the terms contained in any purchase order or other communication sent by you, the Terms of this Agreement shall prevail.

16.4. Should any clause of this Agreement be found unenforceable, that will not affect any other clause and each will remain in full force and effect.

16.5. In the event Alamy retains an attorney or collection agency to collect any outstanding payment due by you, you agree to pay all collection costs, attorneys' fees and court costs relating thereto, in addition to any outstanding amounts due and applicable interest.

16.6. The validity of this Agreement and the interpretation and performance of all of its terms shall be governed by the laws of the State of New York, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from or related to this agreement shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under the JAMS' Expedited Procedures in its Comprehensive Arbitration Rules and Procedures ("JAMS") or of the International Centre for Dispute Resolution ("ICDR") in effect on the date of the commencement of arbitration (the applicable rules to be at your discretion) to be held in New York. The arbitration proceedings shall be conducted in English and all documentation shall be presented and filed in English. The decision of the arbitrator shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not govern this agreement. The prevailing party shall be entitled to recover its reasonable legal costs relating to that aspect of its claim or defense on which it prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, Alamy shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Alamy, such action is necessary or desirable to protect its intellectual property rights. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within two years of the acts, events or occurrences giving rise to the claim.

16.7. You recognize that the Image(s)/Footage possess a special, unique and extraordinary character which makes difficult the assessment of monetary damages which Alamy or the Contributors might sustain by an unauthorized use. You agree that irreparable injury would be caused to Alamy or the Contributors by such unauthorized use, and that injunctive relief may be appropriate in the event of breach of this Agreement.

16.8. If after notice to you, you fail to take any action which you are obliged to take hereunder, Alamy and the Contributors shall have the right and option, but not the duty, to bring an action for specific performance to compel such action, and obtain all reasonable